

**STATE OF MICHIGAN  
WASHTENAW COUNTY TRIAL COURT  
Family Division**

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Plaintiff,

File No.

vs.

HON.

Defendant.

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**CONSENT ORDER APPOINTING PARENTING FACILITATOR**

Entered:                      20\_\_

This order is entered on the consent of the parties, who have agreed that a Parenting Facilitator shall be appointed to hear and facilitate decide certain issues regarding the parenting of their children.

By their signatures below, the parties acknowledge:

1. Each of them has read this order, and understands it.
2. Each understands that the Parenting Facilitator will be a mediator who will make recommendations to the judge on issues where the parties are unable to reach agreement.

On the consent of the parties, therefore, IT IS ORDERED that the parenting issues set forth below are referred to a Parenting Facilitator, subject to the limitations set forth in this order.

**1. Authority for Parenting Facilitation**

This court has the authority to appoint a parenting facilitator with the power to make findings of fact and recommendations, when the parties give their consent. The parenting facilitator acting in this capacity is serving as an evaluative mediator, as defined by MCR 3.216.

**2. Appointment of Parenting Facilitator**

\_\_\_\_\_ is appointed Parenting Facilitator

**3. Contact information**

Parenting Facilitator: address:  
Phone:  
Email:

Parties: Name:  
Address:  
Phone:  
Email:

Name:  
Address:  
Phone:  
Email:

The parents shall inform the Parenting Facilitator of any change of address or phone number.

**4. Authority of Parenting Facilitator.**

When the parties are unable to agree, the Parenting Facilitator shall have authority to make recommendations on the following:

- a. transfers of children between parents;
- b. vacations and holidays: schedules and implementation;
- c. daily routines;
- d. activities and recreation;
- e. discipline;
- f. health care management, including: determining and recommending appropriate medical and mental health evaluation and treatment (including psychotherapy, substance abuse and domestic violence treatment and/or counseling, and parenting classes) for children and parents. The Parenting Facilitator shall designate whether any recommended counseling is or is not confidential **because it is subject to release to the Facilitator, the Court, or as otherwise specified at the time of the recommendation.** The Parenting Facilitator can recommend how any health care provider is chosen.
- g. alterations in the parenting schedule, so long as the basic time sharing arrangement is not altered by more than \_\_\_\_\_ days per month or resulting in one parent having less than \_\_\_\_\_ days per month.
- h. participation by significant others, relatives, etc. in parenting time;
- i. child care/day care/babysitting issues.
- j. **The Parenting Facilitator may consider any other matters submitted to him/her jointly by the parties prior to the expiration of his/her term.**

The Parenting Facilitator shall determine the format for resolving all of the issues assigned to him/her. The parties understand that the Parenting Facilitator will attempt to resolve any disputes through mediation. However, if the mediation fails to produce a resolution, the Parenting Facilitator has the authority to make written recommendations.

**5. Written recommendations**

The Parenting Facilitator's written recommendations shall be mailed to each party, and a copy shall be filed with the court. The Parenting Facilitator shall file a proof of service. Each party shall have 21 days from the date of mailing to make written objections. The recommendation of the Parenting Facilitator shall be followed as the order of this court until a contrary order is entered by the court.

The Parenting Facilitator shall have discretion to issue oral emergency recommendations, if s/he believes they are warranted. Emergency recommendations shall be communicated to the parties by the means most likely to ensure that each is aware of the decision, with a confirming letter or fax to follow soon as possible. The Parenting Facilitator shall subsequently issue a written recommendation, as described in the paragraph preceding.

Written recommendations of the Parenting Facilitator shall be placed in the court file.

**6. Confidentiality**

The Parenting Facilitator's written recommendations are not confidential, and the Parenting Facilitator may convey information to any screener, evaluator, mediator, or judicial officer, or to the other party, provided that any written communication to court personnel shall be copied to the parties. There shall be no ex parte communication to court or Friend of the Court personnel. The Parenting Facilitator may speak with any combination of parties or counsel, outside of the presence of other parties or counsel.

**7. Rights of Parenting Facilitator**

Both Parties shall participate in the dispute resolution process as defined by the Parenting Facilitator and shall be present when so requested by the Parenting Facilitator. The Parenting Facilitator may conduct sessions that are informal in nature, by telephone or in person, and need not comply with the rules of evidence. The Parenting Facilitator shall not be required to record any sessions or conversations.

The Parenting Facilitator shall have:

1. Reasonable access to the children;
2. Notice of all proceedings, including requests for examinations affecting the children;
3. Access to any therapist of any of the parties or children, and access to school or medical records;
4. Copies of all evaluations and psychological test results performed on any children or any parent or custodian or guardian or the children, including Friend of the Report Reports, psychological evaluations, etc.; specifically the Parenting Facilitator shall be provided with a copy of the report prepared for the parties and their counsel by \*\*\*\*\*, Ph.D., and shall have access as needed to speak with Dr. \*\*\*\*\* personally.
5. Access to teachers of the children;
6. The right to interview the parties, attorneys, or children in any combination, and to exclude any party or attorney from such an interview;
7. The right to interview any other person the Parenting Facilitator deems relevant to resolve an issue before him/her.

**8. Communication with the Parenting Facilitator.**

Either party may communicate with the Parenting Facilitator.

**9. Reporting required by Michigan Law**

Michigan law requires that all health care practitioners (Physicians, Marriage Counselors, Family and Child Counselors, Psychologists, Teachers, Social Workers and others) report to child protective services any information regarding suspected child abuse.

**10. Promise not to sue**

The parties, in consenting to entry of this order, agree that they will not sue the parenting facilitator at any time for any of her orders or actions.

**11. Privilege does not apply**

The parties understand that no client-therapist relationship is established with the Parenting Facilitator, and that communication with him/her is not privileged.

**12. Notification and Information to Parenting Facilitator**

This order shall not be entered until signed by the Parenting Facilitator.

Immediately after entry, counsel for the parties shall telephone the Parenting Facilitator to provide notice of his/her appointment. Within seven days of entry, counsel shall mail the Parenting Facilitator a true copy of this order.

If, after entry of this order, pleadings or orders related to custody or parenting issues are filed, counsel shall mail copies to the Parenting Facilitator at the time of filing with the court

**13. Compensation of Parenting Facilitator.**

**A. Fees**

1. The Parenting Facilitator shall be compensated at the rate of \$\*\*\*\*\* per hour.
2. Each of the parties shall pay a retainer of \$ \_\_\_\_\_ to the Parenting Facilitator within 5 days of the filing of this Order. When the retainer balance falls below \$ \_\_\_\_\_ the parties shall replenish the retainer. The parties shall not be required to pay retainers exceeding \$ \_\_\_\_\_. The Parenting Facilitator shall not be required to perform additional services after all retainer payments are exhausted, unless the parties agree to pay additional retainers.
3. The Parenting Facilitator shall not be required to undertake any work until the retainers have been paid.
4. If there is any retainer balance at the conclusion of the Parenting Facilitator's work, the Parenting Facilitator shall return the balance to the parties when the Parenting Facilitator deems the work complete.

**B. Security Deposit**

Within 90 days of entry of this order, each party shall pay to the Parenting Facilitator an additional deposit of \$ \_\_\_\_\_. This deposit shall be applied to pay for any work of the Parenting Facilitator, which remains undone upon completion of the Parenting Facilitator's term and/or the exhaustion of the parties' retainers.

C. Services

The Parenting Facilitator shall be compensated for all services, which may include interviewing, report preparation, review of documents, correspondence (including faxes and email), telephone conversation, and travel. The Parenting Facilitator has the discretion to charge the parties for appointments cancelled with less than 24 hours notice.

The Parenting Facilitator shall be reimbursed for all costs, which may include photocopies, messenger service, long distance telephone charges, express and/ or certified mail costs, parking, tolls, mileage, and other travel expenses.

The Parenting Facilitator shall bill the parties regularly for services performed. If the retainer is insufficient to pay the bill, the parties shall pay at time of service for each in-person session, and within ten days of receipt of a billing sent for other services.

The parties agree to promptly notify the parenting facilitator if they believe there is an error or discrepancy in any bill.

**14. Allocation of fees**

All fees and deposits of the Parenting Facilitator shall be shared equally by the parties, except \_\_\_\_\_. The Parenting Facilitator shall have the right to reallocate payment of his/her fees if s/he believes the need for his/her services is attributable to the conduct and/or intransigence of one party.

**15. Parenting Facilitator as Witness.**

The Parenting Facilitator shall not be required to testify at any hearing or trial between the parties, except as permitted by Michigan Court Rule 3.602 and Michigan Compiled Laws 600.501.

**16. Term of Appointment**

The parenting facilitator's term begins when the retainer and security deposit have been paid by each party and the order has been signed by the judge.

The term of this appointment shall be for a period of \_\_\_\_\_ months after this order is signed. This term may be extended for successive 12-month terms by the written consent of the parties and the Parenting Facilitator. No court order shall be required. Copies of the written consent shall be provided to both parties, and to the Friend of the Court.

The Parenting Facilitator shall, if appropriate, issue a written recommendation with regard to any matters under consideration at the time of expiration of the term.

**17. Resignation**

The Parenting Facilitator may resign at any time upon 30 days notice to both parties. The Parenting Facilitator shall, if appropriate, issue a recommendation with regard to any matters under consideration at the time of resignation. If the Parenting Facilitator resigns, counsel for the parties shall attempt to agree on a replacement.

**18. Right to a hearing**

By their signatures below, the parties acknowledge their understanding that if either or both object to a written recommendation by the Parenting Facilitator, they have the right to a hearing on the disputed matter before the judge assigned to their case.

Signatures on next page

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Circuit Judge

Prepared by:

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Attorney for Plaintiff

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Plaintiff

Approved:

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Attorney for Defendant

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Defendant

Approved as to form:

Friend of the Court

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By:

Approved:

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Parenting Facilitator